

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE

NORTHWEST SHEET METAL WORKERS  
ORGANIZATIONAL TRUST; NORTHWEST  
SHEET METAL WORKERS WELFARE  
FUND; NORTHWEST SHEET METAL  
WORKERS PENSION FUND; NORTHWEST  
SHEET METAL WORKERS SUPPLEMENTAL  
PENSION TRUST; WESTERN WASHINGTON  
SHEET METAL TRAINING TRUST;  
NORTHWEST SHEET METAL LABOR  
MANAGEMENT COOPERATION TRUST; and  
SHEET METAL WORKERS LOCAL 66,

No. 2:18-cv-00382

**COMPLAINT FOR DAMAGES  
AND FOR INJUNCTIVE  
RELIEF**

Plaintiffs,

v.

CRESCENT MECHANICAL, INC.,

Defendant.

**JURISDICTION AND VENUE**

1. This is an action brought pursuant to Section 301 of the National Labor Relations Act, as amended (hereafter "the Act"), 29 U.S.C. § 185, and Section 502 of the Employee Retirement Income Security Act of 1974 (hereafter "ERISA"), 29 U.S.C. § 1132. Jurisdiction and venue are conferred upon this Court by 29 U.S.C. § 185(a), 1132(a), (e) and (f).

**PARTIES**

2. Plaintiff NORTHWEST SHEET METAL WORKERS ORGANIZATIONAL TRUST (hereafter “Northwest Organizational Trust”) is a labor-management trust fund created pursuant to the provisions of Section 302(c) of the Act, 29 U.S.C. § 186(c), and authorized to sue in its own name by Section 502(d)(1) of ERISA, 29 U.S.C. § 1132(d)(1). Plaintiff Northwest Organizational Trust is administered in the State of Washington from its place of business at 118 North Lewis Street, Suite 110, Monroe, WA 98272

3. Plaintiff NORTHWEST SHEET METAL WORKERS WELFARE FUND (hereafter “Welfare Trust”) is a labor-management health and welfare trust fund created pursuant to the provisions of Section 302(c) of the Act, 29 U.S.C. § 186(c), and authorized to sue in its own name by Section 502(d)(1) of ERISA, 29 U.S.C. § 1132(d)(1). Plaintiff Welfare Fund is administered in the State of Washington.

4. Plaintiff NORTHWEST SHEET METAL WORKERS PENSION FUND (hereafter “Pension Trust”) is a labor-management pension trust fund created pursuant to the provisions of Section 302(c) of the Act, 29 U.S.C. § 186(c), and authorized to sue in its own name by Section 502(d)(1) of ERISA, 29 U.S.C. § 1132(d)(1). Plaintiff Pension Fund is administered in the State of Washington.

5. Plaintiff NORTHWEST SHEET METAL WORKERS SUPPLEMENTAL PENSION TRUST (hereafter “Supplemental Pension Trust”) is a labor-management pension trust fund created pursuant to the provisions of Section 302(c) of the Act, 29 U.S.C. § 186(c), and authorized to sue in its own name by Section 502(d)(1) of ERISA, 29 U.S.C. § 1132(d)(1). Plaintiff Pension Fund is administered in the State of Washington.

Plaintiff WESTERN WASHINGTON SHEET METAL TRAINING TRUST (hereafter “Training Trust”) is a labor management training fund created pursuant to the provisions of Section 302(c) of the Act, 29 U.S.C. § 186(c), and authorized to sue in its own

1 name by Section 502(d)(1) of ERISA, 29 U.S.C. § 1132(d)(1). Plaintiff Training Trust is  
2 administered in the State of Washington.

3 7. Plaintiff NORTHWEST SHEET METAL LABOR MANAGEMENT  
4 COOPERATION TRUST (hereafter "Cooperation Trust") is a labor-management trust fund  
5 created pursuant to the provisions of Section 302(c) of the Act, 29 U.S.C. § 186(c), and  
6 authorized to sue in its own name by Section 502(d)(1) of ERISA, 29 U.S.C. § 1132(d)(1).  
7 Plaintiff Cooperation Trust is administered in the State of Washington.

8 8. Plaintiff SHEET METAL WORKERS LOCAL 66 ("Local 66") is a labor  
9 organization. It represents for purposes of collective bargaining persons who are employed in  
10 the construction and marine repair industries. Those industries affect commerce within the  
11 meaning of the Act.

12 9. Defendant CRESCENT MECHANICAL, INC., is a sheet metal contractor and  
13 is a party to a collective bargaining agreement with Sheet Metal Workers Local 66. That  
14 industry affects commerce within the meaning of the Act. Crescent Mechanical has  
15 employed or does employ persons represented by Local 66. Crescent Mechanical's principal  
16 place of business is 1320 26th St. NW, #16, Auburn, WA 98001.

17 **CLAIM FOR RELIEF**

18 10. Plaintiffs incorporate by reference as though set forth fully herein paragraphs 1  
19 through 9 above.

20 11. The collective bargaining agreement between Defendant and Local 66 was in  
21 effect at all times material hereto. By that agreement Defendant Crescent Mechanical  
22 became obligated to make monthly contributions to plaintiffs Welfare, Pension, and  
23 Supplemental Pension, Organizational, Cooperation and Training Trusts on behalf of  
24 employees represented by Local 66.

25 12. Defendant has also agreed to and has received money from its Local 66  
26 employees, as part of the employees' after-tax wages, which Defendant is and was obligated

1 on a monthly basis to deposit into each employee's account, or submit to Local 66 as part of  
2 each employee's dues obligation. Defendant holds such money in trust.

3 13. Payments due to the Welfare, Pension, and Supplemental Pension,  
4 Organizational, Cooperation and Training Trusts, and the amounts of employees' after-tax  
5 wages held in trust by Defendant, are calculated pursuant to a contribution reporting form  
6 required to be prepared monthly by Defendant.

7 14. The completed contribution reporting form and accompanying payment are  
8 due at the Welfare office and address within fifteen (15) days after the end of each calendar  
9 month.

10 15. Beginning in July 2012 and continuing to date, Defendant has failed to timely  
11 make all contributions to Plaintiffs, and has incurred late fees for months in which it paid  
12 after the 15th of the following month, despite its obligation under the collective bargaining  
13 agreements to do so and despite demand by plaintiffs. As such, Defendant owes outstanding  
14 contributions, in violation of its obligations under the trust agreements and the collective  
15 bargaining agreement.

16 16. Unless ordered by this Court, Defendant will continue to refuse to pay to the  
17 Plaintiffs the contributions and late fees due them. As a result, Plaintiffs will be irreparably  
18 damaged.

19 17. In addition to the unpaid contributions and late fees, Plaintiffs are entitled to  
20 the following pursuant to Section 502(g) of ERISA, 29 U.S.C. § 1132(g), and Section 301 of  
21 the Act, 29 U.S.C. § 185, as amended:

- 22 (a) Interest on the untimely or delinquent contributions;  
23 (b) An amount equal to the greater of:  
24 (i) interest on the untimely contributions (hereinafter "interest"),  
25 or  
26

(ii) liquidated damages in an amount equal to 20% of the amount awarded as unpaid or delinquent contributions, as provided for in the Trust Agreement (hereinafter “liquidated damages”); and

(c) Reasonable attorneys’ fees and the costs of this action.

18. A copy of this complaint will be served upon the Secretary of Labor and the Secretary of the Treasury by certified mail as required by ERISA, 29 U.S.C. § 1132(h).

WHEREFORE, plaintiffs demand judgment against the Defendant:

1. Obligating Defendant to pay to plaintiffs the full amount of contributions owing to them as well as late fees, with the proper amount of interest and with a penalty or liquidated damages as established by Section 502(g) of ERISA, 29 U.S.C. § 1132(g), the Trust Agreement, and the collective bargaining agreement;

2. Restraining and enjoining Defendant, its officers, agents, servants, attorneys, and all persons acting on its behalf or in conjunction with it from refusing to pay to plaintiffs all funds, including interest, penalties, and liquidated damages, due to them;

3. Requiring Defendant to pay to plaintiffs reasonable attorneys’ fees and the costs of this action as set forth in Section 502(g) of ERISA 29 U.S.C. § 1132(g); and

4. Granting plaintiffs such further and other relief as may be just and proper.

DATED this 13<sup>th</sup> day of March, 2018. MCKANNA BISHOP JOFFE, LLP

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